

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PETER W. LINDNER,

Plaintiff,

- against -

AMERICAN EXPRESS CORPORATION and
QING LIN,

Defendants.

06 Civ. 3834 (JGK)

ORDER

JOHN G. KOELTL, District Judge:

The Court has received a letter from the plaintiff pro se, dated April 16, 2007, that asks the Court to declare that no settlement agreement exists between the plaintiff and the defendants from March 29, 2007 and that no restraint exists on him other than those to which he is bound by any previous contractual agreements he has entered. The request is **denied**.

The parties are currently briefing the motion by the defendants, American Express Corporation and Qing Lin, to enforce the settlement agreement allegedly entered into on March 29, 2007, and the current application asks the Court to decide matters that are currently the subject of briefing and thus are not yet ripe for decision.

The plaintiff's letter also asks for clarification as to whether any of this Court's orders determined that the plaintiff is not bound by the terms of the alleged settlement agreement.

The Court has never made such a determination. The plaintiff is

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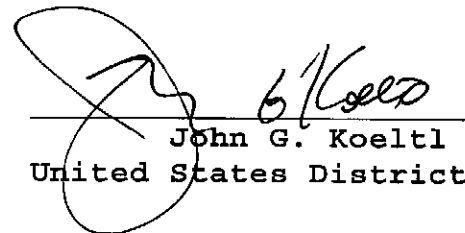
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confusing the issue of whether this Court ordered the parties to abide by the terms of the alleged settlement agreement with the issue of whether the parties have entered into a binding settlement agreement. If the parties entered into a binding settlement agreement, the parties are contractually obligated to comply with its terms, and the breach of the agreement can subject the parties to the remedies available to a party to a contract that has been breached.

The application for a declaration is **denied**.

SO ORDERED.

Dated: New York, New York
April 18, 2007



John G. Koeltl
United States District Judge